



REQUEST FOR QUOTATION FAX ON DEMAND

Arizona State Land Department
2901 W. Pinnacle Peak Road
Phoenix, AZ 85027

RFQ NO: Land 05-02
Offers will be accepted until
5:00 p.m. on May 6, 2005.

Page 1 of 7

Date: April 21, 2005

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB origin, including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Office at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. It is the Offeror's responsibility to obtain the current revision of these documents.**

This procurement is expected to be between \$1,000.00 and \$50,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchases under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S. Section 41-1001-14). **BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.**

DELIVERY POINT:

See specifications.

Representative: Dale BrownPhone No.: (602) 255-4059FAX No.: (602) 255-4036 ref: Project3 in fax response

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
1	7	Ea.	Federal Signal Smart sirens with microphone and extension cable part number S2000SS-D	\$ _____	\$ _____
2	7	Ea.	Whelen 56 inch Delta light bars with halogen flashing lights part number D13S2N (or like kind, Fire service rated)	\$ _____	\$ _____
3	56	Ea.	Whelen 500 series TIR6 red lights part number 50R032ZRR (or like kind)	\$ _____	\$ _____
4	42	Ea.	Whelen black surface mount adapters part number 5TXMAB (or like kind)	\$ _____	\$ _____
5	7	Ea.	Federal Signal head light flashers part number 656101 (or like kind)	\$ _____	\$ _____
6	7	Ea.	Dynamax 100 watt speakers part number MS100 (or like kind)	\$ _____	\$ _____
7	7	Ea.	Installation of all equipment into Ford F550 trucks with tilt bed	\$ _____	\$ _____

THIS IS NOT A PURCHASE ORDER

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Phone #
--------------	---------	------	-------	-----	---------

Delivery is promised within _____ calendar days after receipt of an order.


Signature _____


Date _____

Typed Name and Title _____

Tax ID No. _____

"AN EQUAL OPPORTUNITY AGENCY" Fax No.: _____

	REQUEST FOR QUOTATION FAX ON DEMAND (Continuation Sheet)		Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027		
	Offers will be accepted until 5:00 p.m. on May 6, 2005.		Page 2 of 7	Date: April 21, 2005	
VENDOR QUOTATION					
DELIVERY POINT:		Representative: _____ Phone No.: _____ FAX No.: _____			
VENDOR QUOTATION					
Item	Qty	Unit	Description	Unit Price	Extended Price
			<p>Vendor Certification:</p> <p>SMALL BUSINESS</p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p>_____ This company is a small business concern. _____ This company is not a small business concern.</p> <p>MINORITY BUSINESS ENTERPRISE</p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.</p> <p>_____ This company is a minority business enterprise. _____ This company is a woman owned business enterprise. _____ This company is not a minority business enterprise</p>		
			Tax (_____ %)		
THIS IS NOT A PURCHASE ORDER			TOTAL AMOUNT	\$ _____	

	SPECIAL TERMS AND CONDITIONS	Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027
	SOLICITATION NO. <u>Land 05-02</u>	

1. PURPOSE

This Request for Quotation (RFQ) is to establish a contract for the purchase of 7 light and siren installations for the Arizona State Land Department (ASLD) in accordance with the requirements of the RFQ.

2. CIVIL RIGHTS NOTIFICATION

The Arizona State Land Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the ASLD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the ASLD Commissioner, 1616 W. Adams St., Phx., AZ 85007, (602) 542- 4621.


3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the **RECIPIENT** on the basis of race, color, national origin, age, sex (in educational activities) or disability.

4. INSURANCE

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

	SPECIAL TERMS AND CONDITIONS	Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027
	SOLICITATION NO. <u>Land 05-02</u>	Page 4 of 7

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$ 50,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*


3. **Worker's Compensation and Employers' Liability**

- A. **Workers' Compensation Statutory
Employers' Liability**

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

	SPECIAL TERMS AND CONDITIONS	Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027
	SOLICITATION NO. <u>Land 05-02</u>	Page 5 of 7

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

A. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.


E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

	SPECIAL TERMS AND CONDITIONS	Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027
	SOLICITATION NO. <u>Land 05-02</u>	Page 6 of 7

5. INDEMNITY

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6. PRICING

Pricing is all-inclusive including price for all products, delivery and taxes.

7. TAXES

The applicable State and local taxes will be listed on the price sheet.

8. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.


Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

9. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the ASLD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

10. CONTRACT MODIFICATIONS

The State and ASLD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the department needs. The Contractor (s) will be notified prior to any changes in the contract.

	SPECIFICATIONS	Arizona State Land Department 2901 W. Pinnacle Peak Road Phoenix, AZ 85027
	SOLICITATION NO. <u>Land 05-02</u>	Page 7 of 7

1. PURPOSE

This Request For Quotation (RFQ) is to establish a contract for the purchase of seven each, (7) emergency light and siren equipment and installations for the Arizona State Land Department (ASLD) in accordance with the requirements of the RFQ.

2. SPECIFICIATIONS

Standard Features

Installation of above equipment into seven Ford F550 flatbed trucks that will have a low profile slip-on pumper unit on each truck.

- One Federal Signal smart siren with microphone and extension cable per truck, no substitutions.
- One Whelen 56 inch Delta light bar with halogen flashing lights per truck, red/amber flashers. Light bar like kind or equal to and set up for standard fire duty service
- Eight Whelen 500 series TIR6 red lights per truck to be installed as fallows: 2 on front, 2 on rear, 2 on left side front and back, 2 on right side front and back, or like kind LED's with internal flasher.
- One Federal Signal head light flasher per truck, or like kind
- One Dynamax 100 watt speaker per truck, or like kind

Installations and equipment to be completed at vendor's location, within the city limits of Phoenix and surrounding communities.